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ABSTRACT

This contractual agreement is for the period July 1, 1973 through December 15, 1975. The agreement covers: purpose and intent of the agreement, nondiscrimination, rights of the employer, no-strike guarantee, recognition, union security, union dues and initiation fees, seniority definitions and loss of seniority, probationary employees, union bulletin boards, promotion and lay-offs, grievance procedures, discipline and dispute procedures, compensation and wages, leave of absence, insurance programs, and additional articles. (MJM)

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Agreement Between

MICHIGAN STATE UNIVERSITY

and LOCAL 547, A, B, C

INTERNATIONAL UNION of

OPERATING ENGINEERS, AFL-CIO

July 1, 1973

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PREFACE

The Board of Trustees of Michigan State University and Local 547, A, B, C International Union of Operating Engineers, AFL-CIO, recognize their moral and legal responsibilities under federal, state, and local laws relating to fair employment practices.

The University and the Union recognize the moral principles involved in the area of civil rights and have reaffirmed in their Collective Bargaining Agreement their commitment not to discriminate because of race, creed, color, sex, age or national origin.

Whenever the word "Agreement" is used in this document it shall be considered synonymous with the word "Contract".

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AGREEMENT

This Agreement entered into this 1st day of July, 1973, between the Board of Trustees of Michigan State University (hereinafter referred to as the "EMPLOYER") and Local 547, A, B, C International Union of Operating Engineers, AFL-CIO (hereinafter referred to as the "UNION").

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

The parties recognize that the interest of the Employer and the job security of the employees depend upon the Employer's success in establishing a proper service to the State.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I

NON-DISCRIMINATION

Section A. Neither the Union, its officials nor its members shall discriminate against, intimidate, coerce, or restrain any University employee with respect to or because of his non-membership in the Union.

Section B. The Employer shall not discriminate against, restrain, or coerce any employee with respect to or because of his membership or lawful Union activity.

Section C. The Employer and the Union agree that there will be no discrimination in the application of this Agreement because of race, creed, color, sex, age or national origin.

Section D. Nothing in this Section shall be construed to prevent an employee alleging discrimination from exercising constitutional or statutory rights which may be available.

ARTICLE II

RIGHTS OF THE EMPLOYER

Section A. The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the provisions of this Agreement, including by way of illustration but not limitation, the determination of policies, operations, assignments, schedules, discipline, and lay-off, for the orderly and efficient operation of the University.

ARTICLE III

NO-STRIKE GUARANTEE

Section A. The Union recognizes that strikes by public employees are prohibited by Act 336, Public Acts of 1947, as amended by Act 379, Public Acts of 1965, and agrees that it will comply with said Act as well as all other Federal, state and local laws affecting this Agreement.

Section B. In the event of any action in violation of this Agreement, the Union will post notices immediately at all facilities effected, advising that such action is unlawful, in violation of this Agreement, and unauthorized by the Union. The Union shall further advise any and all of the members in the bargaining unit involved, including notification to the communications or press media, if requested by the Employer, that such bargaining unit members are in violation of this Agreement and that all members of the bargaining unit involved shall return forthwith to their regular duties. If the Union takes the foregoing steps and has not acted in violation of its obligations under the Agreement, it shall not be liable in any way for such activities.

Section C. The Employer shall have the right to discipline including discharge, any member of the bargaining unit for taking part in any violation of this provision. In addition, any member or members of the bargaining unit, violating this provision may be held liable by the Employer for any and all damages, injuries, and costs incurred. Prior to the taking of disciplinary or other action enumerated herein, the Employer shall notify the Union of its intentions.

Section D. In the event the Union does not adhere to or abide by the above provisions of this clause, it shall be liable for any and all damages, injuries, and costs incurred by the Employer.

ARTICLE IV

RECOGNITION

Section A. Employees Covered

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer as described in Appendix I of this Agreement.

Section B. Description of the Unit

The University recognizes the Union as the exclusive representative for purposes of collective bargaining with respect to wages, hours and other conditions of employment of all employees in the classifications shown in Appendix I of this Agreement excluding professionals and executives, supervisors, and all other employees.

ARTICLE V

UNION SECURITY

Section A. Requirements of Union Membership

1. All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall, within thirty (30) days of the effective date of this provision or within thirty (30) days of the date of hire, whichever is later become members, or in the alternative, shall, within thirty (30) days of their date of hire, as a condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Employer who are members.

2. An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) days in arrears of payment of such dues (or fees).

3. The Employer shall be notified, in writing, by the Union of any employee who is sixty (60) days in arrears in payment of membership dues (or fees).

4. If any provision of this Article is invalid under Federal or State law, said provisions shall be modified to comply with the requirements of said Federal or State law.

5. The Union agrees that in the event of litigation against the Employer, its agents or employees arising out of this provision, the Union will co-defend and fully indemnify and hold harmless the Employer, its agents or employees for any monetary award arising out of such litigation.

ARTICLE VI

UNION DUES, INITIATION FEES AND SERVICE CHARGES

Section A. Payment by Check-Off or Direct to Union

The Employer will check off initiation fees and monthly dues, or service charges, on the basis of individually signed voluntary check-off authorization cards in forms that have been agreed to by the Employer and the Union. Employees may tender the initiation fee uniformly required as a condition of acquiring membership in the Union and monthly membership dues, or service charges, by signing the proper authorization for check-off form, or may pay the same directly to the Union. Employees may cancel authorizations for check-off of union dues or service charges and make such payments directly to the Union.

Section B. Employer Responsibility for Deductions

The Employer shall have no responsibility for the collection of initiation fees and membership dues, or service charges, or any other assessments that are not in accordance with the Union Security Clause of the Agreement.

Section C. Delivery of Exeucted Authorizations for Check-Off

A properly executed copy of the form authorizing check-off by an employee for whom initiation fees and monthly membership dues, or service charges, are to be deducted in accordance with the Union Security

Clause of the Agreement shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under a properly executed authorization for check-off which is in effect. Any authorization for check-off form which is incomplete or in error will be returned to the Financial Secretary of the Union by the Employer.

Section D. When Deductions Begin

Deductions under all properly executed authorizations for check-off shall become effective at the time such authorizations are tendered to the Employer and shall be deducted from the first (1st) pay of the month and each month thereafter.

Section E. Refunds

In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution or By-Laws, refunds to the employee will be made by the Union.

Section F. Remittance of Deductions

Deductions for any calendar month shall be remitted to the designated Financial Secretary of the Union as soon as possible after the first pay of that month. The Employer shall furnish to the Financial Secretary of the Union a monthly list of employees for whom deductions have been made and the amounts thereof.

Section G. Termination of Check-Off

An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

Section H. Disputes Concerning Check-Off

Any dispute between the Union and the Employer which may arise as to whether or not an employee properly executed or properly revoked an authorization for check-off, shall be reviewed with the employee by a representative of the local Union and the representative of the University. The decision of the representative of the local Union and the representative of the University shall be final and binding on the employee, the Union, and the Employer. Until the matter is disposed of, no further deductions shall be made.

Section I. Limit of Employer's Liability

The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

Section J. Disputes Concerning Membership

Any dispute arising as to an employee's membership in the Union shall be reviewed by the representative of the University and a representative of the local Union. However, the Employee may be retained at work while the dispute is being resolved.

Section K. The Union shall indemnify and save the Employer harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article, or in reliance on any list, notice, certification or authorization furnished under this Article.

ARTICLE VII

SENIORITY DEFINITIONS AND LOSS OF SENIORITY

Section A. Definitions

For the purposes of this Agreement the following definitions shall apply:

1. University seniority means length of continuous service with the Employer beginning with the lacest date of hiring with the Employer and shall include periods of service outside the bargaining unit.

2. Unit seniority means length of continuous service in the bargaining unit beginning with the latest date of hiring or transfer into the bargaining unit.

3. Classification seniority means length of continuous service in a classification beginning with the latest date or hiring or transfer into the classification.

4. "Length of continuous service" means uninterrupted employment but includes lay-offs and other periods of absence authorized by and consistent with this Agreement except as limited by Section B of this Article.

5. An employee who is, or was in the past, promoted or transferred to any position with the Employer with supervisory authority over employees in the bargaining unit shall continue to accrue classification seniority, as long as he remains in the employment of the Employer for up to two (2) years at which time his classification seniority shall be frozen. An employee who is, or was in the past, promoted or transferred to any other position with the employer shall retain classification seniority, up to two (2) years at which time his classification seniority shall be frozen, as long as he remains in the employment of the Employer. In the event such an employee is returned to the unit, his placement in a classification in the unit shall be determined in the same manner as if he were returning from a leave of absence.

Section B. Loss of Seniority

An employee shall lose his status as an employee and his seniority if:

1. He resigns or quits;

2. He is discharged or terminated (unless reversed through the grievance or arbitration procedures);

3. He retires;

4. He does not return to work from lay-off within five (5) calendar days after being notified to return by certified or registered mail or by telegram addressed to the employee at his last address filed with the Personnel Center. An employee who changes his address must notify the Employer of the change;

5. He has been on lay-off for a period of time equal to his unit seniority at the time of his lay-off or two (2) years, whichever is lesser; or;

6. He is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary lay-off, for three (3) consecutive working days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee.

A grievance involving compliance with this Section shall begin at Step III of the Grievance Procedure, and may be processed through the Grievance and Arbitration Procedures by an employee who has lost his status as an employee and his seniority, provided it is submitted in writing at Step III of the Grievance Procedure within seventy-two (72) hours after facts are known or should reasonably have been known giving rise to his grievance.

Section C. Seniority List

The Employer shall prepare and maintain a seniority list which shall show the names, classification title and the University, unit and classification seniority of all non-probationary employees. The Employer will keep the seniority lists up to date at all times. The Employer will, if requested by the Union, furnish a corrected seniority list every six (6) months to the Union.

ARTICLE VIII

PROBATIONARY EMPLOYEES

Section A. An employee is a "probationary employee" for the first six (6) months of his regular full time continuous employment (1040 hours actual time worked).

Section B. A probationary employee shall have no seniority, except University seniority, until he has completed his probationary period. Upon the completion of his probationary period, he shall acquire unit and classification seniority and be entered on the seniority list and shall rank for seniority from the six (6) months prior to the date he completed his probationary period.

Section C. Probationary employees may be disciplined or laid off or terminated with or without cause and without regard to the grievance and arbitration procedures.

ARTICLE IX

UNION BULLETIN BOARD

Section A. The Employer will provide enclosed bulletin boards that may be locked in each power plant which may be used by the Union for posting notices of the following types:

1. Notices of Union recreational and social events.

2. Notices of Union elections.

3. Notices of results of Union elections.

4. Notices of Union meetings.

Section B. Limit on Use of Bulletin Boards

The Union shall have the exclusive right to the use of its assigned bulletin boards. In the event a dispute arises concerning the appropriateness of material posted on the Union

bulletin boards, an officer of the local Union will be advised by the Office of Labor Relations of the nature of the dispute and the notices or bulletins in question will be removed from the bulletin boards until the dispute is resolved.

ARTICLE X

PROMOTIONS

Section A. The Employer will make promotions within the Unit on a seniority basis to its employees whose work performance has been satisfactory and who possess the general physical qualifications for the job as well as the special qualifications and training necessary for the job under consideration.

Section B. A "promotion" is defined as the transfer of an employee to a regular opening in a classification assigned to a higher pay grade within the seniority unit. A regular opening is one which is expected to continue indefinitely until discontinued by the Employer and shall not include any opening which is limited in duration, or occasioned by absences for whatever the reason, or an incident of work assignment shifting.

Section C. A promotion may be questioned through the Grievance and Arbitration Procedures, but only by an employee in the seniority unit in which the opening occurs who has requested on a form provided by the Employer that he be considered for promotion to the classification in question and either (1) has greater classification seniority, or (2) is assigned to a classification in a higher pay grade than the employee selected for the promotion.

Section D. If an employee has filed more than one request for promotion, only the most recent of his requests will be given consideration.

Section E. No employee within the bargaining unit will be required to downgrade and assume the duties of a man in training for a higher classification.

ARTICLE XI

LAY-OFF AND RECALL PROCEDURES

Section A. Lay-Off Procedure

When an employee is to be laid off, the following lay-off procedure shall apply:

1. Lay-offs shall be by and from the seniority unit.

2. The employee with the least classification seniority in a classification that is affected shall be removed from the classification first, provided that the employees remaining in the classification have the ability to do the work available.

3. Such removed employee shall be transferred, conditioned upon ability to do the work, to replace an employee with less classification seniority in a classification assigned to the next lower pay grade in the seniority unit. If there is no such employee in a classification assigned to the next lower pay grade in the seniority unit, this procedure shall be applied to classifications assigned to each succeeding next lower pay grade in the seniority unit until the appropriate employee is laid off.

4. Seniority employees who are to be laid off for an indefinite period of time will have at least seven (7) days notice of lay-off, and where ever possible a two (2) week notice shall be given. The local Union shall be mailed a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

Section B. Recall Procedure

When an employee is to be recalled to work from lay-off, or there is to be a return to a classification from which an employee was removed as a

result of a lay-off, the reverse application of the lay-off procedure shall be applied before hiring or making a promotion.

Section C. Definitions

1. For the purpose of this Article, "ability to do the work" means physical fitness, a record of competent and efficient performance and other current knowledge which together indicate with reasonable certainty that the work in question will be performed competently and efficiently.

2. For the purposes of this Article, an employee shall accrue classification seniority in all classifications assigned to lower pay grades in the seniority unit equal to the length of time in the higher classification as well as accrue classification seniority as defined in Section A. 3 of Article VII. In addition and notwithstanding Section A. 3 of Article VII, he shall continue to accrue classification seniority in all classifications to which he was previously assigned.

Section D. Liability

A grievance involving compliance with this Article shall begin at Step III of the Grievance Procedure, provided it is submitted in writing at Step III of the Grievance Procedure within seven (7) calendar days after facts are known or should reasonably have been known giving rise to the grievance.

Liability of the Employer for failure to apply correctly any provision of this Article, shall commence not earlier than the date of submitting the written grievance alleging such violation at Step III of the Grievance Procedure, providing the Employer sends a copy of Notice of Recall to the Union.

ARTICLE XII

GRIEVANCE PROCEDURE

Section A. Should differences arise between the University and the Union during the term of this Agreement, an earnest effort shall be made to resolve such differences promptly and the following procedure shall be adhered to:

1. The time elements in the steps can be shortened or extended by mutual agreement.

2. Working days shall be those days the Supervisor is available to receive the grievance.

Section B. A Union grievance is a difference between the Employer and the Union which involves an employee or groups of employees and concerns (1) working conditions or (2) the interpretation or application of any provision of this Agreement and may be processed directly to Step 2 of the Grievance Procedure.

Section C. Any employee grievance is a difference between the Employer and any employee concerning the interpretation or application of any provision of this Agreement.

Section D. Any employee grievance or Union grievance not presented for disposition through the grievance procedure in five (5) working days of the occurrence of the condition giving rise to the grievance, or within five (5) working days of the date, it is reasonable to assume that the employee became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the Employer, or for the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

Section E. A grievance concerning alleged safety hazards may be processed directly to Step 3.

Section F. Grievance Steps

Step 1. An employee having a grievance shall present it orally to his Supervisor. In the event the employee desires that his Steward be present, he shall make his request through the Supervisor, and the Supervisor shall send for the Steward.

Step 2. In the event the grievance is not settled orally by the Supervisor, the employee shall submit the grievance in writing, to the Manager Utility Services within three (3) working days from the oral presentation on forms (at least three (3) copies) provided by the Employer. The employee and the Steward shall sign the grievance. The grievance must indicate (1) a statement relating the facts upon which it is based, including the date of occurrence of the event, and citing the alleged violations(s) of this Agreement, and (2) the remedy or correction requested. The Manager Utility Services shall give his decision, in writing, within three (3) working days. If the subject grievance is not appealed within three (3) working days from the date of the Manager Utility Services decision, Management's last disposition shall be considered as settlement of the grievance.

Step 3. If the grievance is not satisfactorily resolved at Step 2, the decision may be appealed to the Director, Physical Plant or his designated representative and a meeting will be promptly arranged with the Union and a written decision rendered within ten (10) working days from the date of appeal. A written Notice of Appeal must be submitted by the employee or the Union within three (3) working days from the Manager Utility Services decision in Step 2. The decision rendered by Management in Step 3 shall be final and the case shall be considered settled on the basis of the Employer's decision unless notice of intent to appeal to the Director of Labor Relations or his designated representative is filed in writing within five (5) working days after Management has rendered its decision in Step 3.

Step 4. If the grievance is not satisfactorily resolved at Step 3, the decision may be appealed to the Director of Labor Relations or his designated representative and a meeting will be promptly arranged within three (3) working days from receipt of appeal of the Director of Physical Plant decision in Step 3. A written decision shall be rendered within ten (10) working days after the meeting. The decision rendered by Management in Step 4 shall be final and the case shall be considered settled on the basis of the Employer's decision unless written notice of intent to appeal to Arbitration is filed within five (5) working days after Management has rendered its decision in Step 4.

Section G. Arbitration: Any unresolved grievance which relates to the interpretation, application, or enforcement of a provision of this Agreement or any written Memorandum of Understanding or letter of agreement and which has been fully processed through the last step of the grievance procedure may be submitted to arbitration by either party within thirty (30) calendar days of receipt of notice of intent to appeal to arbitration.

1. The arbitration proceeding shall be conducted by an Arbitrator to be selected by the Employer and the Union within seven (7) working days after notice has been given. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two names from the panel. The party requesting arbitration shall strike the first name: the other party will then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

2. The arbitrator shall be empowered to rule on all disputes pertaining to the interpretation or application of this Agreement, provided however, that he shall have no power to add to, subtract from, nor modify any terms of this Agreement nor any other Agreement made supplementary hereto.

3. Any case appealed to the impartial arbitrator on which he has no power to rule shall be turned back to the parties without decision.

4. The decision and findings which must be reached within thirty (30) calendar days after the arbitration hearing has convened shall be final and binding upon the parties hereto, and there shall be no strike, slowdown, curtailment or interruption of operation, or lockout as a result of such decision.

5. The cost of the impartial arbitrator will be borne equally by the University and the Union.

ARTICLE XIII

DISCIPLINE

Section A. The Employer shall not discharge or take other disciplinary action without just cause. By way of illustration, but not by way of limitation, just cause includes any act or omission which interferes with or affects in any way the orderly and efficient administration or operation of the University, any violations of this Agreement, any violation of a reasonable rule, regulation, or requirement, whether or not written, which is known, or reasonably should have been known by an employee, provided, however, any new rule, regulation or requirement shall not be contrary to the terms of this Agreement. Disciplinary action shall be on a timely basis dependent on the facts and circumstances involved, including the time taken in investigating and analyzing the facts and circumstances.

Section B. A grievance which (1) concerns a disciplinary action or discharge of a non-probationary employee and (2) alleges that no cause in fact existed, or that a disciplinary action was taken arbitratily and was excessive, may be processed through the Grievance and Arbitration Procedures, provided it is submitted in writing at Step Three within seventy-two (72) hours after receipt by the employee and the Chief Steward of the Employer's written notification of the disciplinary action. The notification shall include the nature of the cause and the extent of the action taken. Failure to submit a written grievance by the employee within the seventy-two (72) hour period shall constitute a waiver of all claims concerning such disciplinary action or discharge.

ARTICLE XIV

MEDICAL DISPUTE

Section A. In the event of a dispute involving any employee's physical ability to perform his job on his return to work at the University from a

layoff or leave of absence of any kind and the employee is not satisfied with the determination of a physician designated by the University, he may submit a report from a medical doctor of his own choosing and at his own expense. If the dispute still exists, and at the request of the Union, the Employer and the Union shall agree upon a third medical doctor to submit a report to the Employer, the Union and the employee, and the decision of such third party will be binding on all parties. The expense of the third party shall be shared equally by the Employer and the Union.

ARTICLE XV

CLASSIFICATIONS AND WAGES

Section A. Wage Schedule

Wages shall be paid in accordance with the Wage Schedule as set forth in Appendix I, provided, however an employee assigned to a classification will progress from one step to the next only if his performance is satisfactory. An employee's performance will be presumed satisfactory unless he is notified to the contrary in writing by the Employer.

Any individual who is working out of his classification within Local 547 will receive the rate of that classification or his regular rate, whichever is the greater.

Section B. New, Changed, or Eliminated Classifications

The Employer retains the right to eliminate, change, establish and evaluate classifications and establish the pay grades therefore provided, however, the classifications and the pay grades therefore, set forth in the Wage Schedule, and new or changed classifications which may be placed in the Wage Schedule, shall remain in effect during the term of this Agreement unless the job content of a classification is substantially changed.

In the event a new classification is established or an existing classification is changed, the Employer shall place it in an existing pay grade in the Wage Schedule, or in a new pay grade, on the basis of the relative value of the elements of the new or changed classification in comparison with the elements of existing classifications. If a new pay grade is established, it shall be structured to maintain the hourly rate differential between the lowest two pay grades or the highest two pay grades, in the Wage Schedule, as the case may be, unless otherwise mutually agreed to by the Union and the Employer.

Section C. Procedure for Establishment of New or Changed Classifications and Placement in the Wage Schedule

The following procedure will be followed whenever a new or changed classification is placed in the Wage Schedule as provided in Section B.:

1. The University shall provide the Union with a written classification description of the new or changed classification which shall describe the job content sufficiently to identify the classification.

2. Upon receipt of the Employer's description, a reasonable number of union officials may meet with representatives of the Employer to discuss the new or changed classification and the placement in the Wage Schedule.

3. If there is disagreement with the placement in the Wage Schedule, a grievance concerning compliance with Section B. of this Article may be processed through the Grievance and Arbitration Procedures, provided it is submitted in writing at Step Three of the Grievance Procedure within seven (7) calendar days after the Union is afforded the opportunity to discuss the matter with the Employer. If such a grievance is processed through the Arbitration Procedure, the arbitrator shall have no power or authority to establish or change any wage, but only to determine whether placement in the Wage Schedule

has been made in accordance with Section B. of this Article.

ARTICLE XVI

WORK SCHEDULES

Section A. A normal schedule of work for a full-time employee shall be eight (8) hours per day and forty (40) hours per week, excluding non-paid lunch periods. This Section shall not be construed as and is not a guarantee of any hours of work per day or per week.

Section B. The Employer will give an employee at least seven (7) calendar days notice of his assigned schedule of work, and as much notice as is practicable of any changes therein. Changes for other than employees assigned as operational relief will not be made with less than seven (7) calendar days notice except for temporary work situations caused by unforeseen events and employee absences exceeding one work day. The current working hours shall remain in effect for employees assigned to maintenance series.

Section C. Lunch periods shall be scheduled as to time and duration by the Employer. Lunch periods of thirty (30) minutes shall be unpaid. Employees who are not given time off from work for lunch periods will be permitted to lunch during working hours provided such lunching does not interfere with work or the orderly and efficient operation of the University.

Section D. Except for employees when assigned to operational work at fixed duty stations, there may be a rest period when work can be interrupted which shall be taken at a time and place and in a manner determined by an employee's immediate supervisor. Such rest period shall be with pay and shall not exceed fifteen (15) minutes for each four (4) hours of work. The rest period is intended to be a recess to be preceded and followed by an extended work period. Consequently it may not be used to cover an employee's late arrival to work or early departure, to extend the lunch period, nor may it be regarded as

accumulative if not taken.

Section E. All employees shall be at the place designated by their immediate supervisor, ready for work, at their starting time and shall remain at their work site and continue working until the end of their working period unless otherwise instructed or excused by their immediate supervisor.

ARTICLE XVII

SHIFT PREMIUM

Section A. A shift premium of twenty cents (20¢) per hour worked shall be paid to any employee who starts work on or after 2:30 p.m. and before 10:30 p.m.

Section B. A shift premium of thirty cents (30¢) per hour worked shall be paid to any employee who starts work or or after 10:30 p.m. and before 6:30 a.m.

Section C. An employee who works other than his scheduled hours shall continue to receive the applicable shift premium, if any, determined by his starting time, except if he works a full eight (8) hours shift, he shall be paid the shift premium for that shift, or the shift premium for his first eight (8) hours, whichever premium is greater.

Section D. Employees who are normally assigned to work days and who are scheduled to work on the second or third shifts shall receive the appropriate premium pay.

Section E. The employee will not receive shift premium for hours for which he is paid but does not work such as but not limited to, Sick Leave, Vacation, Funeral Leave, Jury Duty, Personal Leave Day, etc.

ARTICLE XVIII

OVERTIME

Section A. Overtime Premium

An overtime premium computed at one and one-half times the employee's hourly rate will be paid for the time worked (1) in excess of eight (8) hours in a calendar day or (2) in excess of forty (40) hours in a calendar week or (3) on a shift which starts before the employee has had eight (8) hours off since his previous shift.

Section B. Pyramiding

Overtime premium shall not be pyramided, compounded or paid twice for the same time worked except for work performed on a holiday.

Section C. Scheduling

If requested to work overtime, an employee will normally do so unless he is excused. The Employer will endeavor to give employees advance notice of overtime assignments when practicable under the circumstances. An employee in the maintenance series will not be transferred to another classification for the purpose of avoiding overtime.

Section D. Distribution

Overtime within the seniority unit as defined in Article VII shall be distributed as equitably as practicable among employees assigned to the same classifications within the seniority unit. It shall not be necessary to call in an employee to work rather than extend the shift of an employee at work.

Employees who work overtime or who are assigned overtime and do not work, whether excused or not, shall be charged for the overtime worked or offered for the purposes of equitably distributing overtime. Any unequitable distribution will be rectified in the future scheduling of overtime.

An overtime record shall be maintained for the seniority unit by classification and posted monthly.

Section E. Definitions

For the purposes of this Article and the computation of overtime premium the following definitions shall apply:

1. "Calendar Day" means the twenty-four (24) consecutive hour period beginning at midnight (6:30 a.m. for shift workers).

2. "Calendar Week" means seven (7) consecutive calendar days beginning at midnight between Sunday and Monday (6:30 a.m. Monday for shift workers.)

3. "Time Worked" means paid time, whether or not actual work is performed.

4. Shift Schedule

a. First shift: 6:30 a.m. to 2:30 p.m.

b. Second shift: 2:30 p.m. to 10:30 p.m.

c. Third shift: 10:30 p.m. to 6:30 a.m.

ARTICLE XIX

CALL IN AND REPORTING PAY

Section A. Call In

An employee reporting for emergency duty at the Employer's request to work for which he has not been notified of in advance and which is outside of and not continuous with his regular period, shall be guaranteed at least three (3) hours pay at the proper overtime rate.

Section B. Reporting

An employee who has not been notified in advance that no work is available and who reports for scheduled work will receive three (3) hours pay

at his regular straight time rate.

ARTICLE XX

LONGEVITY PAY

Section A. All regular full-time employees of the Employer shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following rules and schedule of payment.

Section B. Longevity Year

The longevity year is defined as the twelve month period beginning October 1 of each year and ending September 30. For longevity payment purposes only, a year of continuous full-time service is defined as any longevity year in which the employee is actively employed for at least 39 calendar weeks (273 calendar days).

Section C. Longevity pay shall be computed as a percentage of the employees regular annual base wage. Base wage shall be that wage which an employee is being paid on the first regularly scheduled pay period of the calendar year in which the longevity payment is due. The annual base wage shall be equal to the employees hourly rate times 2080 hours as of the first pay period in the calendar year. If an employee is not on the payroll at that time, the hourly rate to be used will be the hourly rate upon his return. Base wage shall not include overtime or premium pay.

Section D. Initial Eligibility

The last date of hire as a full-time employee will be used as the normal longevity date. To qualify for the first longevity payment, an employee must have completed six years of full-time continuous service as of October 1 of any year. To qualify for initial eligibility, the employee must have been on active full-time employment for at least 39 calendar weeks (273 calendar days) for six consecutive years. Periods

of active full-time employment of less than 39 calendar weeks will be counted toward the employee's years of continuous service.

Section E. Continuing Eligibility

After establishing initial eligibility, employees must be actively employed full-time for 39 calendar weeks (273 calendar days) during the longevity year to receive the longevity payment on December 1. Periods of active employment of less than 39 calendar weeks, while not qualifying the employee for payment of longevity, shall be counted toward the employee's years of continuous service.

Section F. Payments to employees who are eligible each October 1 will be paid on December 1. No longevity payment as shown in the schedule below shall be made for that portion of an employees regular wage which is in excess of $6500.

Section G. Longevity Pay Schedule

Continuous Service	*Annual Longevity Pay*
6 or more and less than 10 years	2% of annual wage
10 or more and less than 14 years	3% of annual wage
14 or more and less than 18 years	4% of annual wage
18 or more and less than 22 years	5% of annual wage
22 or more and less than 26 years	6% of annual wage
26 or more years	8% of annual wage

ARTICLE XXI

ABSENCES

Section A. An employee is expected not to absent himself from work for any reason other than personal illness without making prior arrangements with his supervisor. Unless such prior arrangements were made, an employee who, for any reason, fails to report for work must make a sincere effort to immediately notify his supervisor of his reason for being absent. If the absence is to continue beyond the first day, the employee must notify the supervisor on a daily basis unless otherwise arranged with his supervisor. In proper cases exceptions may be made. Absences without proper notice, use of sick leave under false pretense and excessive unexcused absenteeism is subject to disciplinary action including termination.

ARTICLE XXII

HOLIDAY PROVISIONS

Section A. The paid holidays are designated as: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving, Christmas Day, New Year's Day. Shift personnel will be given December 24 and 31 each year and day personnel will be given the University designated holiday either before or after Christmas Day and the University designated holiday before or after New Year's Day.

Section B. Whenever one of the holidays falls on a Saturday and the employee does not work on this day or on a scheduled day off in the employee's work week and no other day is observed as a holiday by the Employer, the employee will receive an alternate day off with pay, the time to be arranged with his supervisor. Whenever any of the above holidays falls on Sunday, the following Monday shall be observed as the designated holiday, except for the day before or after Christmas Day and the day before or after New Year's Day which shall be considered separate each year.

Section C. If the employee fails to work on a holiday when assigned or is absent on either his regularly scheduled working day immediately preceding or his regularly scheduled working day immediately following the holiday he will not be paid for the holiday unless his absence is excused because of personal sickness or injury or other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for him to meet his employment obligation.

Section D. If an employee terminates his employment he will not receive pay for holidays occurring after the last day worked even though the holidays may fall within the period of his projected terminal vacation leave.

Section E. In addition to regular pay an employee who works on the holiday will be paid two (2) times his hourly rate and shift premium if applicable but in no event shall he receive more than a total of three (3) times his hourly rate and shift premium if applicable for the time worked.

ARTICLE XXIII

SICK LEAVE

Section A. Every continuing full-time employee shall accumulate and be credited with thirteen (13) workdays of sick leave with pay per year, to be credited at the rate of one-half day for each completed bi-weekly payroll period. Employees may use sick leave after they have completed their first month of service. Maximum accrual is one hundred thirty (130) working days.

Section B. Sick leave shall be available for use by employees for the following purposes:

1. Acute personal illness or incapacity over which the employee has no reasonable control.

2. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.

3. Medical and dental extractions or treatment to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-duty hours.

4. Illness or disability associated with pregnancy when a physician indicates that the employee is unable to perform all of the duties of her job.

Section C. All employees shall accumulate sick leave from the date they are hired.

Section D. A seniority employee who suffers injury compensable under the Workmen's Compensation Act shall continue to receive his regular rate for time lost during the first seven (7) days not covered by the Workmen's Compensation Act provided he follows the instruction of a physician as determined by the University, and provided he returns to work not later than the time recommended by an appropriate medical authority. In the event of dispute, the Medical Dispute clause of this Agreement shall apply as regards to the settlement of such dispute. Following the first seven (7) days, such seniority employees shall be paid the difference between his regular wages and payment received under provisions of the Act, to be deducted from accumulated sick leave until his sick leave is exhausted.

Section E. Employees who have exhausted their sick leave credit and are still unable to return to work may be paid for any unused vacation credits.

Section F. Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled

Section G. Employees who leave to enter the Armed Forces of the United States under the provisions of the Selective Service Act, who are members of the Armed Forces and are called to active duty, or who enlist in the Armed Forces during a declared national emergency shall, upon re-employment by the Employer, have available any unused sick leave previously earned; provided that such re-employment

takes place within ninety (90) days after discharge or release from active duty in the Armed Forces.

Section H. An employee using sick leave during a period that includes a scheduled holiday will be paid for the holiday. He cannot be paid for both on the same day, nor will he be charged for a day of sick leave.

Section I. Each supervisor shall be responsible for reviewing employee requests for sick leave and determining their validity, and may with prior notice to the employee request a statement from the employee's personal physician or at the University's request and expense, a physician of the University's choice concerning the employee's disability. The supervisor may, with reference to the needs of his operation, require prompt notification from his employees of the necessity for taking sick leave. Prior notification should be provided by the employee so the supervisor can make arrangements for the work schedules. Employees who find they are going to be absent longer than they first anticipated should notify their supervisor in accordance with the Absence Clause of the Agreement (Article XXI).

Section J.

All payments for sick leave shall be made at the employee's current regular rate of pay.

ARTICLE XXIV

VACATIONS

Section A. Vacations with pay shall be credited at the end of each month based on an employee's length of continuous full-time employment as shown in the following plan:

Service Months	Accrual	Annual Accrual	*Special Max Accrual
Completion of 6 months	48 hrs.		
7th month thru 60th month	8 hrs. per mo.	96 hrs.	128 hrs.
61st month thru 120th month	11 hrs. & 20 mi. per mo.	136 hrs.	181 hrs.
121st month	14 hrs. & 40 mi. per mo.	176 hrs.	235 hrs.

*Employees are expected to take their annual accrual each year. When this is not feasible, they may make special arrangements with the Manager Utility Services to accrue additional time but in no circumstances will the accrual exceed the amount shown in the schedule under "Special Maximum Accrual".

Section B. Vacation will not accrue during an approved leave of absence without pay, while on regular Workmen's Compensation, during an extended military leave of absence, during a terminal vacation period on in excess of the Special Maximum Accrual.

Section C. An employee's vacation pay shall be at his regular pay rate.

Section D. If a University designated holiday falls within an employee's vacation, he will be paid for the holiday and will not be charged for the vacation.

When an employee terminates he shall be paid for any unused vacation but will not be paid for University designated holidays which may fall within the terminal vacation period.

Section E. An approved leave of absence for military service will not be counted as a break in the employee's service record when determining his vacation allowance under the progressive

vacation plan. All other leaves of absence will be considered a break in an employee's service record in determining vacation allowance.

Section F. An employee may take his vacation at any time in the course of the calendar year as long as it conforms with the requirements of the individual department. Whenever the Shaw Lane Plant is in operation, which generally will be during the months of January through March as well as during the overhauls of boilers at Power Plant 65, vacations for operating personnel will be approved only on a restricted basis. No more than one (1) operator at a time may be on vacation during such periods and vacations must be taken in increments of at least five (5) days. In addition individual operators will be eligible for vacation only every other year. By way of illustration an operator who takes vacation during any part of one restricted season would not be eligible for vacation during the next restricted season. It is never permissible to postpone a vacation from one year to another; however, an employee may forego his first week's vacation at the end of his probationary period so he may have two weeks vacation at the end of one year's service. A vacation should not be taken for less than one week at a time, but it is permissible for an employee to vary his schedule if approved by his supervisor. Vacation may not be taken in less than 4 hour increments. An employee should consult with his supervisor at an appropriate time each year concerning his vacation allowance and the time he wishes it to be scheduled. Overhaul schedules will be posted on or about March 1 of each year and vacation requests must be submitted by March 31 for the period April 15 to April 15 of the following year. The Employer will review the vacation requests and will publish an approved schedule by April 15.

Section G. In the event of a dispute regarding the choice of vacation time, whenever possible the seniority employee will be given his choice.

ARTICLE XXV

PERSONAL LEAVE DAY

Section A. Two (2) personal leave days, (16 hours), with pay shall be granted annually to each full-time, continuous employee on the employment rolls as of July 1 for the purpose of attending to, or caring for, personal matters during the course of the fiscal year commencing on such date. This shall include time off to attend religious services of the employee's own choice, such as Good Friday, and time off to vote. Each full-time, continuous employee who is hired after the beginning of the fiscal year shall be credited with two (2) personal leave days or a fractional amount thereof as follows:

July through December	16 hours
January through March	8 hours
April through May	4 hours
June	0

Section B. The personal leave day, or fraction thereof, credited to each full-time, continuous employee shall be utilized and charged to him in increments of not less than two (2) full hours.

Section C. The personal leave day, or any fraction thereof, shall not be utilized during an absence for vacation, sick leave or during any other leave of absence.

Section D. No carry-over of unused personal leave day credit from one fiscal year to another shall be allowed.

Section E. The employee shall obtain the approval of his Supervisor prior to being absent for all, or any part, of the two (2) personal leave days.

ARTICLE XXVI

FUNERAL LEAVE

Section A. If death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay from the day of death through the day after the funeral, but not more than a total of three (3) days. In the case of death of the employee's uncle, aunt, nephew or niece, the employee will be excused from work without loss of pay for one (1) day, the day of the funeral, to attend the funeral.

Section B. Definition of employee's immediate family: The employee's immediate family shall be interpreted as including: wife or husband, child, father, mother, sister, brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandchild, step-father, step-mother, half brother and half sister.

Section C. During an employee's assigned shift, permission will be granted without loss of pay to a reasonable number of employees in a unit who wish to be excused from work to attend the funeral of a fellow employee or former employee provided they return to work after the funeral. Employees who serve as pallbearers at a funeral of a fellow employee or former employee will be paid during the time they must be off the job.

ARTICLE XXVII

JURY DUTY

Section A. An employee who loses time from work during his normal schedule of work because of jury duty shall be paid for such time lost at his hourly rate. Jury duty fees shall be offset against such pay. Except as otherwise provided in this Agreement, such jury duty shall be considered time worked. The employee shall furnish the Employer a written statement from the court

showing the days and time of jury duty and the amount of jury duty fees he was eligible to receive for each day. The employee will report for available work when released from jury duty.

Section B. Whenever practicable and notwithstanding the then existing schedule of work of other employees, an employee while on jury duty will be assigned to the day shift.

ARTICLE XXVIII

UNION EDUCATION LEAVE

Section A. Leaves of absence with pay shall be granted to employees who are elected or selected by the Union to attend educational classes conducted or arranged for by the Union pursuant to the following conditions:

1. Requests by the Union for authorization of union education leave for any employee shall be submitted in writing so as to be received by the Manager of Utilities at least fourteen (14) calendar days prior to the date such leave is to commence.

2. No more than two (2) employees shall be authorized to be on union education leave at any one time.

3. Maximum number of working days of authorized union education leave shall not exceed ten (10) working days for all employees collectively during each twelve (12) consecutive months period commencing on the effective date of this Agreement.

ARTICLE XXIX

PERSONAL LEAVE

Section A. Leaves of absences without pay up to three (3) months may be granted in cases of exceptional need for those employees who have acquired seniority under this Agreement. Leaves may be granted for such reasons as settlement of an estate, serious illness of a member of the employee's family, child care, temporary termination of the employee's work, or an extended trip, but not for the purpose of obtaining employment elsewhere. Leaves of absence for like causes may be extended for additional three (3) month periods, but the total leave time shall not exceed one (1) year. If a personal leave of absence without pay, because of temporary termination of the employee's work, lasts for a period of thirty (30) days or more, the employee must take another physical examination before returning to work.

ARTICLE XXX

LEAVE OF ABSENCE FOR ILLNESS OR DISABILITY

Section A. A non-probationary employee who (1) is unable to work because of personal sickness or injury and (2) has exhausted sick leave payments and vacation payments shall be granted a leave of absence without pay upon furnishing evidence of disability satisfactory to the Employer.

The leave of absence shall be for the period of continuing disability, but not to exceed six months, unless extended by the Employer. Extensions will not be denied unreasonably, but in no case shall a leave and extensions exceed two years or the employee's University seniority, whichever period of time is the lesser. The leave of absence may be terminated at any time if the employee fails to furnish satisfactory evidence of continuing disability.

ARTICLE XXXI

MILITARY LEAVE

Section A. Short Tours of Duty

Regular, full-time employees who belong to the National Guard, United States Reserve Corps, or other Federal or State military organizations, will be allowed the normal fifteen (15) calendar days leave of absence when ordered to active duty for training. In the event these same employees are ordered to active duty for the purpose of handling civil disorders, they will be allowed a maximum of ten (10) calendar days leave of absence during a fiscal year for said disorders. The Employer will pay the difference between the employee's military pay and regular pay, if his military pay is less. If the employee takes military leave during his vacation he will receive only his vacation pay.

Section B. Extended Service

Upon application, a military leave of absence (without pay) will be granted to employees who are employed in other than temporary positions. This applies to employees who are inducted through Selective Service or voluntary enlistment, or if the employee is called through membership in the National Guard or reserve component into the Armed Forces of the United States. A position "other than temporary" is one that at the time of hire was expected to be continuous for an indefinite term and was not limited to a specific, brief, and non-recurrent period. In order to be eligible to return to active employment, an employee returning from a military leave of absence must have an honorable discharge or certificate of honorable service and apply for reinstatement within ninety days after release from duty.

Section C. Education Leave of Absence for Veterans

Employees who are reinstated in accordance with the Universal Military Training Act, as amended,

and other applicable laws and regulations, will be granted leaves of absence for a period equal to their seniority, but not to exceed two (2) years (without pay) in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

ARTICLE XXXII

LEAVE FOR UNION BUSINESS

Section A. Members of the Union elected to local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the Union receive temporary leaves of absence without pay for periods not to exceed two (2) years or the term of office, whichever may be shorter.

Section B. If the member's position or work for which these leaves were granted is terminated for any reason, the Union shall within ten (10) calendar days notify the Employer in writing of the termination date. The member shall within the same ten (10) calendar day period advise the Employer in writing of his intent to return to the University and shall return to work within thirty (30) calendar days of the termination date or forfeit all rights of employment with the Employer.

Section C. If the leave of absence exceeds one (1) year it will be necessary for the employee to take a physical examination at the Health Center before returning to work. Not more than one employee at a time will be granted a Union leave of absence.

ARTICLE XXXIII

GENERAL CONDITIONS

Section A. During a leave of absence, an employee will not accrue vacation nor be eligible for any payments for time off work provided by this Agreement.

Unless otherwise specifically provided for by this

Agreement, seniority shall accumulate during a leave of absence, and extensions, except that seniority shall accumulate only for the first thirty days of a personal leave of absence and shall be retained thereafter.

Any employee who obtains a leave of absence under false pretense or uses the leave for purposes other than for which it was obtained shall be subject to immediate discharge.

The employee must check with the Staff Benefits Division about maintaining the employee group life insurance and hospitalization and surgical insurance during leave of absence subject to and consistent with these plans. All leaves of absence must be approved by the administrative head and cleared through the Personnel Center.

ARTICLE XXXIV

RETURN TO ACTIVE EMPLOYMENT

Section A. Return to active employment prior to the expiration of any leave of absence, or any extension, shall be at the option of the Employer. The Employer, at its option and without cost to the employee, may require that a physician or physicians of its choosing examine the employee before returning him to active employment.

An employee returning from a leave of absence will be placed in his former classification or equivalent classification unless the Employer's or the employee's circumstances have so changed as to make it impossible or unreasonable to do so. In such event the employee will be placed in an equivalant classification or other as the circumstances dictate.

ARTICLE XXXV

HOSPITALIZATION-MEDICAL COVERAGE

Section A. Regular, full-time probationary employees may enroll for hospitalization-medical coverage within sixty (60) days of their employment date. The employee can select any plan that he is eligible for that is now being offered to the employees by the American Community Mutual Insurance Company or Michigan Blue Cross and Blue Shield. Employees will pay the full amount of the premium for hospitalization-medical coverage they have selected during their first three (3) months of continuous, regular, full-time employment, then the Employer will contribute toward the monthly premium cost of their coverage as provided below.

Section B. Beginning July 1, 1973, for a regular full-time employee who has single subscriber coverage, the Employer will pay the full amount of the present single subscriber rate towards the total monthly premium cost of the basic Hospitalization-Medical Coverage regardless of the plan (American or Blue Cross-Blue Shield) in which such employee is covered and regardless of the option such employee has exercised within that plan.

Section C. Beginning July 1, 1973, for a regular, full-time employee who has two (2) party or family coverage, the Employer shall pay one hundred (100) percent towards the total monthly premium cost of the basic hospitalization-medical coverage of the American-TIAA plan.

Section D. Beginning July 1, 1973, for a regular, full-time employee who has two (2) party or family coverage, the Employer shall pay ninety (90) percent and the employee shall pay ten (10) percent towards the total monthly premium cost of the basic hospitalization-medical coverage of the Blue Cross-Blue Shield plan. The Employer shall pay one hundred (100) percent of any increased monthly premium cost that may become effective on October 1, 1973.

Section E. Beginning July 1, 1974, for a regular, full-time employee who has two (2) party or family coverage, the Employer shall pay ninety-five (95) percent and the employee shall pay five (5) percent towards the total monthly premium cost of the basic hospitalization-medical coverage of the Blue Cross-Blue Shield plan or one hundred (100) percent towards the total monthly premium cost of the basic hospitalization-medical coverage of the American-TIAA plan.

ARTICLE XXXVI

DISABILITY PLANS

I LONG-TERM DISABILITY PLAN

Section A. A University-paid Long-Term Disability Plan will be granted to all permanent full-time employees with at least three (3) years of continuous service.

Section B. The LTD Program provides, after a six (6) month disability waiting period, for a continuation of the monthly wage equal to 60 percent of the first $1,000 of monthly income plus 40 percent of any income in excess of $1,000 including any benefits from Social Security or Workmen's Compensation programs.

Section C. The LTD Program additionally pays the employee's normal contribution and the University contribution to the TIAA-CREF Retirement Program.

Section D. Benefits are payable under this program to age 65 at which time the employee begins to receive his retirement annuity. The LTD Program includes a 3 percent cost of living rider and a $50 per month minimum benefit.

Section E. At the employee's expense he may continue to participate in the University group life and hospitalization programs.

Section F. For additional information, contact the Staff Benefits Division.

II EXTENDED DISABILITY PLAN

Section G. Eligibility Plan

Regular employees with at least five years of continuous employment are eligible for extended disability leave.

Section H. Usage

In cases which are expected to result in total disability, eligible employees will be granted extended disability leave with full pay and benefits for up to six months. This leave will include the aggregate of accumulated sick leave, vacation and personal time to the extent these benefits are due the employee.

Section I. The total aggregate of all paid leaves, when used for total disability, is not to exceed six months from the date of disability and will specifically end when the Long-Term Disability Program normally would begin.

ARTICLE XXXVII

GROUP LIFE INSURANCE

Section A. All regular, full-time employees who secure employment before their 53rd birthday are eligible to participate in the group life insurance plan. The choice to participate or not to participate in the group life insurance plan should be made within 60 days of employment. However, once the choice not to participate is made, the employee forfeits the right to participate at a later time without providing evidence of insurability. Schedule A is the basic program for all eligible employees. Schedule B is an optional alternate with double the amount of insurance.

	SCHEDULE A		SCHEDULE B	
Age	Amount	Monthly Premium	Amount	Monthly Premium
To 45	$16,000*	$3.00	$32,000*	$6.50
45-65	$12,000*	$3.00	$24,000*	$6.50
65-for life	$ 1,500	-0-	$ 2,500	-0-

*The amounts indicated above are doubled automatically in the event of accidental death.

Section C. New employees may elect either Schedule A or Schedule B at the time of enrollment. Employees desiring to transfer at a later date from Schedule A to Schedule B must provide evidence of insurability and may not increase to Schedule B after their 53rd birthday. Premiums are paid by the employee through payroll deduction.

Section D. Complete information concerning the group life insurance plan is contained in a booklet which may be obtained from the Staff Benefits Division.

ARTICLE XXXVIII

DEATH BENEFIT INSURANCE

Section A. Effective July 1, 1973, the Employer will provide, at no employee cost, a fully paid life insurance program to all regular full-time employees with five or more years of continuous service.

Section B. This program will provide a life insurance benefit in the case of death of an eligible employee on active duty status (including leaves of absence for 180 days or less) equal to one times the annual wage (i.e. basic hourly rate times 2080).

Section C. The employee may designate a beneficiary if desired; if none is designated the life insurance benefit payment will be made to the

beneficiary under the Group Life Program if enrolled; otherwise payment will be made in a lump sum to the estate.

ARTICLE XXXIX

RETIREMENT BENEFITS

I Retirement Program

Section A. Effective January 1, 1973, the UNCRP in its present form will cease to exist and will be replaced by a TIAA-CREF Annuity Program for all permanent full-time 547 employees.

Section B. Contribution amounts and eligibility requirements of the TIAA-CREF program effective January 1, 1973, will be as follows:

1. The program will be offered to all permanent full-time employees with at least 3 years of service.

2. The program will be required, as a condition of employment, for those who have attained age 35 and 3 years of service.

3. Those employees who are 55 years of age or over on January 1, 1973 may elect to remain subject to the improved UNCRP formula (see Section C. (1) below).

4. The contribution levels for the employee and the University will operate on the following schedule:

On 1/1/73 - 3% employee/ 6% MSU
On 7/1/75 - 4% employee/ 8% MSU
On 7/1/77 - 5% employee/10% MSU

Section C. While the UNCRP will in effect no longer exist, an individual employee will receive no less than what an improved UNCRP formula would have given him upon retirement.

1. The UNCRP formula will be improved to: 2% for each year of service multiplied by the top highest 3 year average earnings, with a $3,600 ceiling.

2. This formula (Section C. (1) above) will be applied for each employee at his retirement and will become the minimum that the employee will receive.

3. The employee and the University contributions to TIAA-CREF will purchase an annuity with the dollar value based on the entry date, earnings and years of participation coupled with the interest and experience of TIAA and/or CREF.

4. The employee will receive the larger of the improved formula (Section C. (1) above) or a TIAA-CREF annuity (Section C (3) above) upon retirement and will receive payment direct from TIAA-CREF.

5. For those employees age 55 or over who do not elect to participate, their retirement will be figured solely on the improved formula (Section C. (1) above).

6. Employees who "retire" (terminate) without meeting the minimum provisions for vesting under the old UNCRP plan (i.e. 62 years of age with 15 years of service or 25 years of service and subject to normal actuarial reductions, if any) will receive a retirement pension solely from the contributions made to the individual TIAA-CREF annuity.

Section D. It is further understood:

1. That the improved formula, contribution levels and method of benefit computation in addition to other provisions contained herein extend through June 30, 1978.

Section E. Complete details concerning the provisions of the University's TIAA-CREF Retirement Annuity Plan are outlined in a brochure which may be obtained from the Office of Personnel or the Staff Benefits Division.

II UNIVERSITY RETIREMENT

Section F. Mandatory Employment Age

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Termination or retirement shall be compulsory on the first day of the month following attainment of age 68.

Section G. University Retirement Defined

University retirement shall be defined as 1) attainment of age 62 with 15 years of continuous, full-time employment, or 2) at any age with 25 years of continuous full-time employment.

University retirement allows an employee to continue participation in the University group life insurance and hospitalization plans. For additional information on retirement benefits, the employee should contact the Staff Benefits Division.

Section H. An employee who retires prior to 65 years of age must make advance arrangements with the Staff Benefits Division for the payment of the premiums for any insurance in which they are eligible to continue to participate.

Section I. An employee who retires under the definition in Section G shall be paid for fifty (50) percent of his unused sick leave, but not to exceed a maximum of fifty (50) percent of one hundred (100) days, as of the effective date of separation.

Section J. An employee who does not meet the definition of University Retirement in Section G but has at least five (5) years, but less than ten (10) years of continuous full-time service and has attained 65 years of age at the time of his separation shall be paid fifty (50) percent of his unused sick leave as of the effective date of separation. An employee who does not meet the definition of University Retirement in Section G but has at least ten (10) years of continuous full-time service and has attained 65 years of age at the time of his separation shall be paid one hundred (100) percent of his unused sick leave as of the effective date of separation, but not to exceed a maximum of one hundred (100) days.

Section K. Pro-rated longevity payments shall be made to those employees who retire under the definition of University Retirement in Section G prior to October first of any year. This also applies to those employees not under the definition of University Retirement in Section G but who are 65 years of age at the time of their separation. Such pro-rated payments as indicated above shall be based on the number of calendar months of full-time service credited to an employee from the preceding October first to the date of retirement or separation and shall be made as soon as practicable thereafter.

ARTICLE XL

SPECIAL CONFERENCES

Section A. Special Conferences to discuss important matters but not for the settlement of grievances will be arranged between the local Union Business Representative or his designated representative and the Employer or its designated representative upon request of either party. Such meetings shall be between at least two representatives of the Employer and at least two representatives of the Union. Arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the Conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such Special Conferences. This meeting may be attended by the business representative of Local 547.

ARTICLE XLI

SUPERVISION WORKING

Section A. It is the policy of the Employer that foremen and supervisory employees shall not perform work in any job classification of a bargaining unit; however, it is understood that occasionally management personnel are required to perform manual

tasks such as in emergency situations when regular employees are not immediately available, supervisory employees may be required to perform work with u specific job classi ications. The same thing is true when operational difficulties are encountered or in the testing of materials. Likewise, instruction or training of employees may well include demonstrating proper methods of accomplishing the tasks assigned and no dispute over the policy stated above shall be occasioned by such demonstration. In those situations, the Union agrees there is no violation of the policy herein stated.

ARTICLE XLII

WORK BY OTHER EMPLOYEES

Section A. Nothing in this Agreement shall be interpreted to interfere with the Employer's right to assign employees outside of the bargainint unit to perform work in the bargaining unit when necessary in accordance with past practice.

ARTICLE XLIII

MISCELLANEOUS

Section A. Full-time employees have the privilege of purchasing season tickets for employee and spouse at employees rates for all home football games and for certain other home athletic events in accordance with rules and regulations established from time to time by the Employer.

Section B. Full-time employees have the privilege of using the University library in accordance with rules and regulations established from time to time by the Employer.

Section C. Full-time employees have the privilege of using the Intramural facilities and the golf course at employee rates in accordance with rules and regulations established from time to time by the Employer.

Section D. Where the wearing of uniforms by employees is required, they shall be furnished by the Employer. The laundering of such uniforms will be without charge to the employees provided the uniforms can be laundered in the University Laundry.

Section E. Those employees whose regular duties require special protective clothing will have such items furnished by the Employer and the employee will required to wear such protective clothing when performing those duties. Leather-face gloves will be supplied on an exchange basis.

ARTICLE XLIV

GENERAL PROVISIONS

Section A. If any provision of this Agreement, or any supplement thereto, is found invalid by operation of law or by any board or court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the Employer and the Union, at the request of either party, shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision or supplement.

ARTICLE XLV

WAIVER

Section A. The Employer and the Union acknowledge that during the neogtiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged,

to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

ARTICLE XLVI

CONTRACT DOCUMENTS

The provisions herein contained together with the memorandums of understanding and the appendices hereunto attached constitute the entire Agreement between the parties.

RATIFICATION

The Union agrees to submit this Agreement to the employees of the bargaining units covered by this Agreement for ratification by them on or before July 31, 1973, and the Union will recommend to the employees that it be ratified.

TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 11:59 p.m. December 15, 1975.

Section A. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

Section B. If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice

of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination but not before the effective termination date of this Agreement. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Section C. Notice of Termination Modification

Notice shall be in writing and shall be sufficient if sent by certified mail addressed to the Union and if to the Employer, addressed to the Director of Labor Relations, or to any such address as the Union or the Employer may make available to each other.

EFFECTIVE DATE

This Agreement shall become effective as of July 1, 1973.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS

Date Signed September 10, 1973

INTERNATIONAL UNION OF
OPERATING ENGINEERS (AFL-CIO)
LOCAL 547, A, B, C

Robert B Ross

Richard Rummel

J R Jordan

EMPLOYER

Jack Burton

William J. Neff

C. Keith Gioty

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APPENDIX I
WAGE SCHEDULE A
EFFECTIVE JULY 1, 1973

Classification Title	Start	6 Mo.	12 Mo.
Operations:			
Stationary Engineer 1st Class	$6.56		
Stationary Engineer 2nd Class	$6.10	$6.20	
Stationary Engineer 3rd Class	$5.87	$5.97	
Boiler Operator	$5.54	$5.64	
Boiler Operator Trainee	$4.38	$4.51	$4.63
18 Mo.	$4.76		
24 Mo.	$4.90		
30 Mo.	$5.03		
36 Mo.	$5.15		
Maintenance:			
Power Plant Technician III	$6.10	$6.20	
Power Plant Mechanic III	$6.10	$6.20	
Fuel Systems Operator III	$6.10	$6.20	
Water Works Operator	$6.10	$6.20	
Power Plant Technician II	$5.46	$5.56	
Power Plant Mechanic II	$5.46	$5.56	
Fuel Systems Operator II	$5.46	$5.56	
Power Plant Mechanic Trainee	$4.38	$4.51	$4.63
18 Mo.	$4.76		
24 Mo.	$4.90		
30 Mo.	$5.03		
36 Mo.	$5.15		
Power Plant Helper	$4.38	$4.48	

APPENDIX I
WAGE SCHEDULE B
EFFECTIVE JULY 1, 1974

Classification Title	Start	6 Mo.	12 Mo.
Operations:			
Stationary Engineer 1st Class	$6.92		
Stationary Engineer 2nd Class	$6.44	$6.54	
Stationary Engineer 3rd Class	$6.20	$6.30	
Boiler Operator	$5.85	$5.95	
Boiler Operator Trainee	$4.62	$4.76	$4.88
18 Mo.	$5.02		
24 Mo.	$5.17		
30 Mo.	$5.31		
36 Mo.	$5.43		
Maintenance:			
Power Plant Technician III	$6.44	$6.54	
Power Plant Mechanic III	$6.44	$6.54	
Fuel Systems Operator III	$6.44	$6.54	
Water Works Operator	$6.44	$6.54	
Power Plant Technician II	$5.77	$5.87	
Power Plant Mechanic II	$5.77	$5.87	
Fuel Systems Operator II	$5.77	$5.87	
Power Plant Mechanic Trainee	$4.62	$4.76	$4.88
18 Mo.	$5.02		
24 Mo.	$5.17		
30 Mo.	$5.31		
36 Mo.	$5.43		
Power Plant Helper	$4.63	$4.73	

APPENDIX I
WAGE SCHEDULE C
EFFECTIVE JULY 1, 1975

Classification Title	Start	6 Mo.	12 Mo.
Operations:			
Stationary Engineer 1st Class	$7.11		
Stationary Engineer 2nd Class	$6.62	$6.72	
Stationary Engineer 3rd Class	$6.37	$6.47	
Boiler Operator	$6.01	$6.11	
Boiler Operator Trainee	$4.75	$4.89	$5.01
18 Mo.	$5.16		
24 Mo.	$5.31		
30 Mo.	$5.46		
36 Mo.	$5.58		
Maintenance:			
Power Plant Technician III	$6.62	$6.72	
Power Plant Mechanic III	$6.62	$6.72	
Fuel Systems Operator III	$6.62	$6.72	
Water Works Operator	$6.62	$6.72	
Power Plant Technician II	$5.93	$6.03	
Power Plant Mechanic II	$5.93	$6.03	
Fuel Systems Operator II	$5.93	$6.03	
Power Plant Mechanic Trainee	$4.75	$4.89	$5.01
18 Mo.	$5.16		
24 Mo.	$5.31		
30 Mo.	$5.46		
36 Mo.	$5.58		
Power Plant Helper	$4.76	$4.86	

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Holidays, Holy Days and Commemorative Days

Jan. 1 New Year's Day

Feb. 12 Lincoln's Birthday
14 St. Valentine's Day
19 Washington's Birthday

Mar. 7 Ash Wednesday
17 St. Patrick's Day

Apr. 15 Palm Sunday
17 Jewish Passover
20 Good Friday
22 Easter Sunday

May 13 Mother's Day
19 Armed Forces Day
28 Memorial Day

Jun. 10 Children's Day
14 Flag Day
17 Trinity Sunday
17 Father's Day

Jul. 4 Independence Day

Sep. 3 Labor Day
17 Citizenship Day
27 Jewish New Year

Oct. 6 Jewish Yom Kippur
8 Columbus Day
22 Veterans Day
24 United Nations Day
31 Halloween

Nov. 6 Election Day
22 Thanksgiving Day

Dec. 2 First Sunday of Advent
25 Christmas Day

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18 Armed Forces Day
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14 Flag Day
16 Father's Day

Jul. 4 Independence Day

Sep. 2 Labor Day
17 Jewish New Year
17 Citizenship Day
26 Jewish Yom Kippur

Oct. 14 Columbus Day
24 United Nations Day
28 Veterans Day
31 Halloween

Nov. 5 Election Day
28 Thanksgiving Day

Dec. 1 First Sunday of Advent
25 Christmas Day

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